

RECORDATION NO. **23225-A** FILED

NOV 14 '00

12-16 PM

TS
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

November 13, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Amtrak Trust HS-EDC-3

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Indenture and Security Agreement dated as of November 14, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which is being filed with the Board under Recordation Number 23225.

The names and addresses of the parties to the enclosed document are:

Owner Trustee : Wilmington Trust Company
 Rodney Square North
 1100 North Market Street
 Wilmington, Delaware 19801

Indenture Trustee: Allfirst Bank
 25 South Charles Street
 Baltimore, MD 21202

A description of the railroad equipment covered by the enclosed document is:

One electric locomotive AMTK 659 and one high speed trainset consisting of eight units bearing AMTK reporting marks and road numbers attached hereto.

Mr. Vernon A. Williams
November 13, 2000
Page Two

A short summary of the document to appear in the index follows:

Memorandum of Indenture and Security Agreement between Wilmington Trust Company, Owner Trustee, and Allfirst Bank, Indenture Trustee, covering one electric locomotive AMTK 659 and one high speed trainset consisting of eight units bearing AMTK reporting marks and road numbers attached hereto.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/anm
Enclosures

SCHEDULE 1

DESCRIPTION OF UNITS-TRAINSETS

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) High Speed Trainset consisting of:	
Two (2) Power Cars	AMTK 2009
	AMTK 2020
One (1) End Club Car	AMTK 3207
One (1) Bistro Car	AMTK 3305
One (1) End Coach Car	AMTK 3409
Three (3) Coach Cars	AMTK 3541
	AMTK 3543
	AMTK 3546

RECORDATION NO. 23225-A

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF INDENTURE AND SECURITY AGREEMENT (AMTRAK TRUST HS-EDC-3) dated as of November 14, 2000, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "*Owner Trustee*") under the Trust Agreement (Amtrak Trust HS-EDC-3) (the "*Trust Agreement*") dated as of November 14, 2000 and ALLFIRST BANK, a Maryland banking corporation, as indenture trustee (together with any successor indenture trustee, the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Trust Indenture and Security Agreement (referred to as "*Indenture*" below).

WHEREAS, Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Amtrak Trust HS-EDC-3) dated as of November 14, 2000 (the "*Indenture*"), (the terms of each of which are incorporated herein by reference), to witnesseth that to secure the prompt payment of the principal of, Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Secured Notes from time to time outstanding hereunder and the performance and observance by Owner Trustee of all the agreements, covenants and provisions in the Indenture, in the Participation Agreement and in the other Operative Documents (other than the Equity Guarantee Agreement) for the benefit of Note Holders and Loan Participant and in the Secured Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents (other than the Equity Guarantee Agreement) by Owner Trustee, Owner Participant or Lessee, in each case, to Loan Participant and/or Note Holders, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of the acceptance of the Secured Notes by the holders thereof, and of the sum of \$1 paid to Owner Trustee by Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto Indenture Trustee, its successors and assigns, for the security and benefit of Loan Participant and Note Holders from time to time, a security interest in and mortgage Lien on all estate, right, title and interest and all powers and privileges of Owner Trustee in, to and under the following described property, rights, interests and privileges whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Indenture Supplements or any mortgage supplemental hereto, are included within the Trust Indenture Estate), to wit:

(1) the Equipment and all replacements thereof and substitutions therefor in which Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease, all as more particularly described in the Indenture Supplements executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as

provided in the Indenture, and the interest of Owner Trustee in all records, logs and other documents at any time maintained by Lessee with respect to the foregoing property;

(2) the French Leasehold Interest, the French Lease, the Assignment (Cession), the Consent to Assignment (Cession), the Lessor Security Agreement, the Escrow Agreement, the Amtrak Delegation and the Amtrak Bill of Sale, including without limitation, all rights of Owner Trustee to exercise any election or option (including the option to give notice pursuant to Sections 4.1, 4.2.1 and 4.3 of the Crédit-Bail) or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under such document or by the statute or at law or in equity, or otherwise arising out of any Lease Event of Default or otherwise;

(3) the Lease and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, the Purchase Agreement (to the extent assigned by the Purchase Agreement Assignment), the Assignment of Warranties, and the Consent, including without limitation, in the case of each such Operative Document (other than the Equity Guarantee Agreement), (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from Lessee in respect of any determination of invalidity of any such document;

(4) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(5) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(6) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Owner Trustee pursuant to any term of any Operative Document and held or required to be held by Indenture Trustee under the Indenture; and

(7) all proceeds of the foregoing;

BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights, and the rights to enforce and collect the same, and SUBJECT TO the rights of Owner Trustee and Owner Participant under Section 6.10 of the Indenture.

Concurrently with the delivery hereof, Owner Trustee is delivering to Indenture Trustee the executed counterpart of the Lease (including each Lease Supplement delivered on the first Closing Date) identified for Uniform Commercial Code purposes as the sole chattel paper original of the Lease (to which a chattel paper receipt is attached), together with executed copies of the Indenture Documents. On each subsequent Closing Date, Owner Trustee shall deliver to Indenture Trustee the executed counterpart of the Lease Supplement with respect to the Units delivered on such Closing Date identified for Uniform Commercial Code purposes as the sole chattel paper original of the Lease Supplement (to which a chattel paper receipt shall be attached).

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee, as aforesaid

By: _____

Name: _____

Title: **PATRICIA A. EVANS**
Senior Financial Services Officer

ALLFIRST BANK, as Indenture Trustee

By: _____

Name: _____

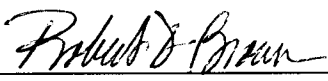
Title: _____

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee, as aforesaid

By: _____
Name:
Title:

ALLFIRST BANK, as Indenture Trustee

By: 
Name: ROBERT D. BROWN
Title: VICE PRESIDENT

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 25th day of October, 2000, before me personally appeared PATRICK EVANS, to me personally known, who, by me being duly sworn, says that he/she is A.S.F. Financial Services of THE WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: _____
ANITA E. DALLAGO
NOTARY PUBLIC
My Commission Expires August 3, 2001

STATE OF MARYLAND)
) SS.:
CITY OF BALTIMORE)

On this _____ day of _____, 2000, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he/she is _____ of ALLFIRST BANK, that the foregoing instrument was signed on behalf of said Maryland corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: _____

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this _____ day of _____, 2000, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he/she is _____ of THE WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND)
) SS.:
CITY OF BALTIMORE)

On this 26th day of October, 2000, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/she is Vice President of ALLFIRST BANK, that the foregoing instrument was signed on behalf of said Maryland corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Deborah K Bailey
Notary Public

My Commission Expires: 4/13/03

DESCRIPTION OF UNITS-LOCOMOTIVES

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) Dual Cab, High Horsepower Electric Locomotive	
Locomotive	AMTK 659

DESCRIPTION OF UNITS-TRAINSETS

(AMTRAK TRUST HS-EDC-3)

<u>Equipment Type</u>	<u>Amtrak Equipment Numbers</u>
One (1) High Speed Trainset consisting of:	
Two (2) Power Cars	AMTK 2009
	AMTK 2020
One (1) End Club Car	AMTK 3207
One (1) Bistro Car	AMTK 3305
One (1) End Coach Car	AMTK 3409
Three (3) Coach Cars	AMTK 3541
	AMTK 3543
	AMTK 3546